

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 76 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W912EQ-06-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 20 Oct 2005		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894				CODE W912EQ		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						CODE TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>02:30 PM</u> local time <u>14 Nov 2005</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME PRISCILLA G SWEENEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (901) 544-0770		C. E-MAIL ADDRESS Priscilla.G.Sweeney@mvm02.usace.army.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ARMED SECURITY GUARD SERVICES FFP	12	Months		

Rates used to determine monthly rate:

Security Guard Hourly Rate \$_____

Supervisor Hourly Rate \$_____

Quality Assurance Hourly Rate \$_____

Vehicle Daily Rate \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ADDITIONAL SECURITY GUARD FFP REFERENCE: STATEMENT OF WORK, C-4 SPECIFIC WORK REQUIRMENTS	600	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	ARMED SECURITY GUARD SERVICES FFP				

Rates used to determine monthly rate:

Security Guard Hourly Rate \$_____

Supervisor Hourly Rate \$_____

Quality Assurance Hourly Rate \$_____

Vehicle Daily Rate \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		600	Hours		
OPTION	ADDITIONAL SECURITY FFP REFERENCE: STATEMENT OF WORK, C-4 SPECIFIC WORK				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	ARMED SECURITY GUARD SERVICES FFP				

Rates used to determine monthly rate:

Security Guard Hourly Rate \$_____

Supervisor Hourly Rate \$_____

Quality Assurance Hourly Rate \$_____

Vehicle Daily Rate \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		600	Hours		
OPTION	ADDITIONAL SECURITY GUARD FFP REFERENCE: STATEMENT OF WORK, C-4 SPECIFIC WORK REQUIREMENTS				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	ARMED SECURITY GUARD SERVICES FFP				

Rates used to determine monthly rate:

Security Guard Hourly Rate \$_____

Supervisor Hourly Rate \$_____

Quality Assurance Hourly Rate \$_____

Vehicle Daily Rate \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		600	Hours		
OPTION	ADDITIONAL SECURITY GUARD FFP REFERENCE STATEMENT OF WORK, C-4 SPECIFIC WORK REQUIREMENTS				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	ARMED SECURITY GUARD SERVICES FFP				

Rates used to determine monthly rate:

Security Guard Hourly Rate \$_____

Supervisor Hourly Rate \$_____

Quality Assurance Hourly Rate \$_____

Vehicle Daily Rate \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		600	Hours		
OPTION	ADDITIONAL SECURITY GUARDS FFP REFERENCE STATEMENT OF WORK, C-4 SPECIFIC WORK REQUIREMENT				

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK

SECTION C-1 GENERAL INFORMATION:

1.1 GENERAL INTENTION. The intention of this solicitation is to obtain security guard services at US Army Corps of Engineers, Memphis District Property by means of a firm fixed-price contract with a CLIN for supplemental guard service when ordered by the Contracting Officer / COR.

1.2 GENERAL REQUIREMENTS. The Contractor shall furnish all labor, supervision, materials, equipment, transportation and supervision/management to satisfactorily perform protection services in the manner and at the frequencies set forth in the following paragraphs. The period of this contract shall be from date of notice to proceed through 30 November 2006, unless extended in accordance with the contract clause Option To Extend The Term of The Contract. For purposes of wage determination, the service required by this contract is Guard II level work. Services performed under this contract shall be subject to inspection and approval by the District Engineer (Commanding Officer) or his/her representative (Chief, Security and Law Enforcement) and/or the Contracting Officer. In general, the following services shall be performed by the contractor:

1.2.1 Provide, operate and maintain a protection force to perform all necessary security guard functions and such other related functions as herein specified at any other point so specified within the boundaries of the Memphis District.

1.2.2 Perform all necessary services to assure the safety and protection of government property and personnel against injury or death, molestation, harassment or intimidation and loss or damage from any preventable cause including but not limited to; fire, theft, embezzlement, damage or destruction, trespass, espionage, or sabotage.

1.2.3 Protect government property, material, equipment, data, records, or supplies against unauthorized handling or loss. Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).

1.2.4 Discover, deter, remove and/or report all persons gaining unauthorized personnel or vehicular access to the areas designated by the District Engineer or his designated representative, Chief, Security and Law Enforcement.

1.2.5 Provide proper documentation and reports of all incidents and investigations on ENG Form 4337, Offense/Incident Report as identified in portions of this contract and the SOP for Contract Security Guard Services.

1.2.6 Turn off unnecessary lights; disconnect or turn off any unattended appliances such as coffee pots, hot plates, etc; secure doors and gates as required; and raise and lower the National Flag and the Corps of Engineers flag at those times designated by the Chief, Security and Law Enforcement.

1.2.7 When so instructed, receive, secure, and turn over to appropriate persons, official mail, messages and/or telegrams, serve as required at traffic control points, vehicle inspection points, control and monitor admittance to parking areas and buildings as prescribed, receive and make official telephone calls in connection with the duties and responsibilities of the assignment.

1.2.8 Receive, receipt for, and secure lost and found articles pending return to the owner or transfer to the District Security Officer for other disposal. Records shall be maintained of all such property to include dates recovered by the owner or transfer to the Security Officer.

1.2.9 In the event of emergency or unusual occurrence adversely affecting the interest of the government, summon appropriate assistance and immediately, take action as described for such events in the sop FOR Contract Security Guard Services. Prevent, as much as possible and within the bounds of training and knowledge, the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, notify all appropriate civilian first responders and notify the Chief, Security and Law Enforcement; assist in minimizing the effects thereof; and assist in restoring the area to a safe and secure condition.

1.2.10 Perform such other functions as may be necessary in the event of situations or occurrence within the assigned areas such as internal disorder, attempts to commit espionage, sabotage or other criminal acts adversely affecting the security and/or safety of the government, its employees, its property or the general public, who may be lawfully present in the assigned area.

1.2.11 Deter and report violations and take such other actions as are necessary to enforce all Army Regulations, District Regulations or other government regulations as they pertain to the physical security in assigned areas of responsibility, including general orders, special orders, special instructions, public law, traffic regulation, and general area regulations both inside and outside buildings.

1.2.12 Check for proper admittance, making certain to the best of his/her ability and knowledge, that the individual requesting admittance is an employee of the federal government and/or the Corps of Engineers, or an authorized visitor. He/She shall further require all persons entering or leaving after normal duty hours to sign in and out on the after duty hours register.

1.2.13 Make inspection tours in accordance with designated patrol routes and schedules as defined by this contract and the SOP FOR CONTRACT SECURITY GUARD SERVICES. Security personnel may deviate from prescribed patrol schedules or routes whenever unusual conditions or circumstances so demand. Such deviations within reason shall be noted in the appropriate log. All deviations, including patrol irregularities, shall be noted and explained in detail.

1.2.14 Render the proper courtesies to employees and visitors alike and stand in the presence of and while addressing military officers and senior civilian employees assigned to or visiting the facility and to treat all people with courtesy and respect.

1.2.15 Provide an on-call contingent of accepted security guard force personnel to quickly and decisively back up any Contractor employee confronted with a situation requiring additional personnel to include illness. Provide additional accepted security guard force personnel for special details/events.

1.2.16 Receive, secure, and account for all keys issued to the Contractor or placed under the Contractor's control and annotate on the Security Office Key Log.

1.2.17 Provide escorts for employees, visitors or materials when required.

1.2.18 Provide intrusion alarm monitoring.

1.2.19 Provide emergency assistance to local civilian police on Corps of Engineer Property only, when required.

1.2.20 Issue Visitor passes and ensure proper placement on the vehicle to include removal of old decals as needed.

1.2.21 Maintain a current copy of the SOP for Contract Security Guard Services at each guard post. A detailed review of the SOP FOR CONTRACT SECURITY GUARD SERVICES shall be provided as part of each employee's initial training, and each time the SOP FOR CONTRACT SECURITY GUARD SERVICES is modified. No employee will be assigned to duty unless thoroughly knowledgeable of and understands the SOP FOR CONTRACT SECURITY GUARD SERVICES.

1.2.22 In the event that this PWS does not agree with the SOP FOR CONTRACT SECURITY GUARD SERVICES, the PWS shall prevail.

1.3. MANAGEMENT. The Contractor shall manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

1.3.1. Work Control. The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all guard services requirements. However, security guard personnel shall not work more than 12 hours in any single 24-hour period.

1.3.2. Monthly work schedules for the Memphis District shall be provided to the shift supervisor for posting in the Memphis District Security Office no later than 5 days prior to the beginning of each month.

1.3.3. Employment of Government Personnel. The Contractor shall not employ for the purposes of this contract any civilian currently employed by the Government at this activity or any of its tenant activities without the permission of the employee's supervisor. Similarly, active duty military personnel may not be employed without the prior written consent of their Commanding Officer.

1.3.4. Records and Reports. The Contractor shall maintain records and prepare reports as set forth in Appendix G, "LIST OF REQUIRED RECORDS AND REPORTS". The contractor shall maintain a copy of all reports onsite and available for inspection. From time to time the Contractor's employees may be required to make written and oral statements to the US Army Corps of Engineer's Security Office due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract. All records and copies of reports shall be turned over to the Contracting Officer within five calendar days after contract completion annually (option years are handled individually).

1.4. SUPERVISION/GUARD.

1.4.1. Supervision. The Contractor shall provide adequate on-site supervision of employees at all times that a post is manned. The supervisors shall ensure that each post is manned, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties. Such supervision shall include an informal "guard mount" at the start of each shift during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel.

1.4.2. Availability of Supervision. The Contractor's supervisory personnel in charge of work under this contract shall be available at all times to receive and implement orders or special instructions from the Contracting Officer concerning matters, which affect the operation, protection and/or security of, assigned areas.

1.4.3. Reserved.

1.5. STANDARDS OF CONDUCT. The Contractor shall strive to obtain exceptional standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U.S. Army Corps of Engineers, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government or loss of service.

1.5.1. Individual Reliability Program (IRP) All personnel employed under this contract are part of the IRP in accordance with AR 190-56, paragraph 3-3 and 3-4. The IRP is a condition of employment and requires that all security guards maintain a high standard of conduct at all times. Army assets must be safeguarded against the actions of un-trustworthy and emotionally unstable security personnel. Security personnel must be continuously evaluated to determine if their character, trustworthiness, and fitness are consistent with the high standards expected of security professionals.

1.5.1.1. The IRP Certifying Official for USACE Memphis District is the Senior Security Specialist (MVM Security Officer) as designated by the USACE, Memphis District, Chief, Security and Law Enforcement, in accordance with AR 190-56, paragraph 3-5.a. The IRP Certifying Official is charged to make every effort to maintain frequent personal contact with persons performing duties under the IRP.

1.5.1.2. The Contractor shall establish an IRP for all employees assigned under this contract either as shift supervisors, guards, or alternates. The IRP established by the contractor must be consistent with the requirements of AR 190-56 to include reliability factors, disqualifying factors, unreliability determination, records review, medical evaluation, initial and continuing evaluation and temporary disqualification.

1.5.1.3. The Contractor will designate an IRP Official who will be responsible for carrying out the Contractors IRP and for the following:

1.5.1.3.1. Instruct all personnel employed under this contract on the purpose, standards, and procedures for the IRP, and on the physical fitness and agility standards.

1.5.1.3.2. Instruct each employee that assignment to a security guard position is subject to the standards and procedures of the IRP.

1.5.1.3.3. Ensure that employees assigned, or to be assigned, to a security guard position have the required medical examinations and evaluations.

1.5.1.3.4. Provide for sufficient observations by contract security personnel of employees assigned to security guard positions.

1.5.1.3.5. Provide the results of a medical evaluation of any contract security employee assigned, or to be assigned, to a security guard position to the Contracting Officer for deliver to the MVM IRP Certifying Official.

1.5.1.3.6. Promptly report any data about employees that are relevant to assignment, retention, or disqualification under the IRP.

1.5.1.3.7. Assign to security guard positions only those employees who are found to be eligible by the MVM IRP Certifying Official.

1.5.1.3.8. Arrange for continuous supervisory observation and evaluation of all guard force personnel and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

1.5.1.3.9. Promptly put on notice of information that is, or appears to be, reason for disqualification, temporarily remove an employee from a security guard position, and inform the MVM IRP Certifying Official of the action and reason.

1.5.1.3.10. Promptly inform the proper activities so than entry control and access may be updated to bar removed or disqualified personnel.

1.5.1.3.11. Immediately suspend an employee from a security guard position when the MVM IRP Certifying Officer informs the contractor that the employee has been temporarily removed for the IRP.

1.5.1.3.12. Remove the employee when informed that he or she is unacceptable because of failure to meet reliability standards and has been permanently disqualified.

1.5.1.3.13. The Contractor's Certifying Official shall conduct Individual Reliability Screening and Evaluations of contract security guards and shall record the screening and evaluation on DA Form 5557-A. Such information will be safeguarded to prevent unauthorized access, use, disclosure, alteration, and destruction. The DA 5557-A(s) shall be placed in a sealed envelope, marked as "DA 5557-A PRIVACY INFORMATION" and delivered to the Contracting Officer for delivery to the MVM IRP Certifying Official. The MVM IRP Certifying Official will review the DA 5557-A and advise the contractor's Certifying Official if the individual is acceptable for assignment to, or retention in, the IRP. The MVM IRP Certifying Official will retain a copy of the DA 5557-A and the notice of acceptance/rejection in the files of the MVM IRP Certifying Official for a period of not less than one (1) year beyond the last date of employment of the individual.

1.5.1.3.14. If accepted into the IRP, the contractor's Certifying Official will retain the DA 5557-A in the individual's personnel file. At least annually thereafter while the individual remains in the IRP, the contractor's Certifying Official shall evaluate the individual for any signs of problems that might be cause for temporary or permanent removal from IRP duty. The contractor shall provide an evaluation report to the Contracting Officer for delivery to the MVM IRP Certifying Official. The report will advise the MVM IRP Certifying Official of any information that may indicate unreliability.

1.5.2. Drug Abuse. The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects. In accordance with AR 190-56, paragraph 2-4, contract security guards will be subject to the requirements of AR 600-85, Employee Drug Testing Program. The contractor will implement a drug testing program consistent with AR 600-85 that requires initial and unannounced drug testing.

1.5.2.1. The medical examination will include a urinalysis for the purposes of drug detection. Any applicant who tests positive on the first test, or refuses to test when scheduled, will be unacceptable for employment under this contract. An exception to this may exist if the administering physician determines that the test results may be unreliable, in which case the applicant will be administered a second, unannounced, test. If the second test is negative, the applicant may be employed based on the physician's certification that the initial positive result was unreliable. A positive result is unacceptable.

1.5.2.2. All security guards/shift supervisors will be required to favorably complete a minimum of one (1) unannounced urinalysis by a licensed physician, per year, between the ninth and twelfth months of the anniversary of the month of the employment. If the employee fails to test negatively, or refuses to test, the contractor shall immediately remove the employee from duty under this contract.

1.5.2.3. The contracting Officer may also require a urinalysis to be conducted when there is cause to believe the employee is under the influence of a controlled substance while on duty, in which case, the above procedure will apply.

1.5.2.4. Results of drug testing will be submitted to the contracting officer using Standard Form (SF) 78.

1.5.3. Neglect of Duties shall not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

1.5.4. Disorderly conduct. Use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

1.5.5. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

1.5.5.1. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

1.5.5.2. Unauthorized use of Government property, theft, vandalism, or immoral conduct.

1.5.5.3. Unethical or improper use of official authority or credentials.

1.5.5.4. Misuse of weapons.

1.5.5.5. Security violations.

1.6. PERSONNEL REQUIREMENTS.

1.6.1. Physical Fitness.

1.6.1.1. Prior to assignment as security officers/supervisors under this contract, the contractor shall test personnel to ensure they can meet the physical fitness standards established in Appendix I. The contractor shall present evidence of successful accomplishment of the physical fitness standards prior to assignment to security duties.

1.6.1.2. The Contractor shall develop and maintain a physical fitness program for all security guard force personnel assigned to duty under this contract. The program shall be sufficiently comprehensive to ensure employees maintain physical fitness allowing them to continuously meet the physical requirements established in Appendix I. Physical fitness training will not take place during duty hours.

1.6.2. Authority and Jurisdiction.

1.6.2.1. Authority of Contractor personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the security guard force shall be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract, including the SOP FOR CONTRACT SECURITY GUARD SERVICES.

1.6.2.2. Jurisdiction. Members of the guard force shall be familiar with and comply with the limits of US Army Corps of Engineers Memphis jurisdiction, as defined in the SOP FOR CONTRACT SECURITY GUARD SERVICES.

1.6.3. Employment Suitability and Qualifications. Prior to assignment to the security duties under this contract, the individual shall meet the following suitability criteria.

1.6.3.1. Guards: Possess a high school diploma or GED and have two years of security experience or two years of military service as a Military Police or Security Officer or documented vocational training and:

1.6.3.1.1. The skills necessary to deal with the general public

1.6.3.1.2. The ability to read, write and speak English

1.6.3.1.3. The ability to read, understand and apply rules, detailed orders, instructions and training materials

1.6.3.1.4. The ability to maintain poise and self-control under stress

1.6.3.1.5. The ability to construct and write clear and concise, accurate and detailed reports

1.6.3.1.6. The ability to take charge and make decisions in situations where assistance from another source cannot be obtained, and then to take responsibility for those decisions

1.6.3.2. Security Guard Supervisors: Must have successfully completed at least two years of college level studies in the field of protection (security or law enforcement) or a minimum of five years of supervisory experience in the field of protection (security or law enforcement). At least two of the five years experience must have been in a field supervisory position (civilian law enforcement, military law enforcement/security at the rank of E-6 or above, or industrial security). Additionally, Supervisors must be:

1.6.3.2.1. Individuals of integrity who display a mature attitude and exercise good judgment under stress

1.6.3.2.2. Possess all the skills and abilities required for guards

1.6.3.3. All personnel must:

1.6.3.3.1. Be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an official Alien Registration Receipt Card, Form I-151, or who presents other evidence from the Immigration and Naturalization Service (INS) that such employment will not affect his/her immigration status.

1.6.3.3.2. Have no felony convictions and no convictions that reflect on the individual's reliability.

1.6.3.3.3. Be 21 years of age or older or be an honorably discharged veteran. Must be 21 years of age to be armed.

1.6.3.3.4. Have no domestic violence convictions after 01 October 1996 in accordance with the Lautenberg Amendment. A copy of the Lautenberg Amendment is included as Appendix J.

1.6.3.3.5. Meet, and continue to meet, the minimum standards for weapons qualifications as outlined in this contract and as required by the State of Tennessee and Appendix K.

1.6.3.3.6. Have successfully completed all training and certification requirements established by the State of Tennessee for receiving and maintaining a State of Tennessee Armed Security Officer's Commission.

1.6.3.3.7. Have in their possession the Tennessee State Armed Security Officers Card and must carry the card at all times while performing duties under this contract.

1.6.3.3.8. Not be in possession of any weapon other than that issued for duty purposes under this contract.

1.6.3.4. The contractor shall certify that the employee has successfully completed all criteria outlined in this contract. In addition to any other documents required by this contract, the contractor shall provide the following to the Contracting Officer for review by the Certifying Official (Chief, Security and Law Enforcement/Technical Representative).

1.6.3.4.1. Completed Standard Form (SF) 85P (Questionnaire for National Security Positions)

1.6.3.4.2. Reserved

1.6.3.4.3. One of the following:

1.6.3.4.3.1. Certified copy of a birth certificate

1.6.3.4.3.2. U. S. passport

1.6.3.4.3.3. Certificate of naturalization with seal

1.6.3.4.3.4. Record of military service (DD Form 214)

NOTE: Original documents will be returned after photocopying.

1.6.3.5. Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly (within 12 calendar months) thereafter. Two copies of a written certification from the examining physician that the employee meets the following physical qualifications shall be provided to the Contracting Officer following each examination. The following physical requirements apply for all guard force personnel:

1.6.3.5.1. Vision.

1.6.3.5.1.1. Distant visual acuity in each eye shall be correctable to 20/30 (Snellen equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individuals ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

1.6.3.5.1.2. Where corrective eyeglasses are required, eyewear shall meet the requirements for safety glasses specified in American National Standards Institute (ANSI) standard Z-87.1 and bear the emblem Z87.

1.6.3.5.1.3. The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

1.6.3.5.2. Hearing.

1.6.3.5.2.1. Individuals shall have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1,000 Hz, and 2,000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

1.6.3.5.2.2. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

1.6.3.5.2.3. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

1.6.3.5.3. Diseases. Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.

1.6.3.5.4. Addiction. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

1.6.3.5.5. Return to Duty from Injury/Illness. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

1.6.3.5.6. State Imposed Physical Requirements. In addition to the requirements of this contract, all guards shall meet any physical requirements imposed by the State/City for private security guards.

1.6.3.6. Training/Firearms Qualifications. All security guard force personnel shall be trained in accordance with the requirements of Army Regulation (AR) 190-56, The Army Civilian Police and Security Guard Program, as identified in paragraph 32 of the SOP FOR CONTRACT SECURITY GUARD SERVICES. Specific training requirements are identified in Appendix D. The contractor bears full responsibility for accomplishment of training and shall ensure all personnel receive training identified under this contract.

1.6.3.7. Specific Requirements.

1.6.3.7.1. Phase I Training. Each member of the security guard force shall successfully complete a minimum of 17 hours of Phase I training on the subjects specified in AR 190-56, and the SOP for Contract Security Guard Services within 30 calendar days of their assignment to duty for this contract. A summary of Phase I training requirements and the minimum number of hours that must be spent on each topic is included in Appendix D. The Contractor shall certify in writing to the Contracting Officer within 30 calendar days after contract start date, that assigned employees have satisfactorily completed instruction in each of the required subjects, or have equivalent training by virtue of previous training and/or experience. This certification shall list employees by name and social security number, and shall include evidence of previous training and experience, if any. A similar certification shall be provided for each new employee within 30 calendar days after they begin work.

1.6.3.7.2. Phase II Training. Each member of the security guard force shall receive a minimum of eight hours of Phase II refresher training annually, as specified in AR 190-56. A summary of Phase II training requirements is included in Appendix D.

1.6.3.7.3. Firearms Proficiency Training and Qualification. Each member of the security guard force shall be trained and qualified to meet the minimum standards specified in AR 190-56 and the laws of the State of Tennessee, including initial training and qualification, sustainment training, and annual re-qualification.

1.6.3.7.3.1. No member of the security guard force shall bear a firearm on the installation or be assigned to an armed post until a written certification of Firearms qualification has been provided to the Contracting Officer and the guard has successfully completed training in the use of deadly force. A summary of firearm proficiency and training requirements from AR 190-56 is included in Appendix D.

1.6.3.7.3.2. Firearms Licensing and Permits. The Contractor shall ensure that each member of the guard force complies with all current state and local firearms suitability, licensing, and permit requirements. The Contracting Officer shall be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected shall be immediately removed from the work site.

1.6.3.7.3.3. Job Qualification Requirements (JQR). Before an individual can carry a firearm or carry out any other security duties under this contract, they must complete the JQR established in SOP for Contract Security Guard Services. Upon completion of the JQR, the contractor's QC shall certify the completion of the JQR and submit to the contracting officer. The contracting officer shall validate the completion of the JQR and provide the contractor with written consent for the individual to carry out security guard duties under this contract.

1.6.3.7.3.4. Lack of Training. If the Contracting Officer determines that Contractor employees do not, in fact, possess required Phase I or firearms proficiency training and qualifications; or, if an employee fails to successfully complete firearms sustainment training, annual re-qualification, and annual Phase II training, the Contracting Officer will direct the Contractor to immediately remove such employees from work site and provide qualified replacements at no additional cost to the Government.

1.7. PERSONNEL SECURITY CLEARANCE REQUIREMENTS. All contract security personnel may be required to possess a Security Clearance. The Contractor shall be fully aware of all administrative procedures for processing clearances and lead-time requirements between contract award and start. The minimum safeguards of DOD 5200.8 must be applied to guarantee that only reliable Contractor personnel perform the critical function of guard services. Applying these safeguards means the job of planning for continuity of service must begin early and be more comprehensive.

1.7.1. National Agency Check With Written Inquiry (NACI). All Contractor employees assigned to perform security guard services under this contract must submit and pass a favorable NACI. The Contractor and employee shall provide necessary information and complete Standard Form (SF) 85P for the purpose of initiating this check. If a written/typed version of SF 85P is provided, the Contractor is responsible for validating that all required information is included. Failure to provide all information will result in automatic rejection of the SF 85P. SF 85P's completed in electronic format must include the electronic validation. The Contractor may not assign any employee to security guard duties under this contract until written approval has been obtained from the Chief, SLE or his designee.

1.7.2. Local Agency Check. In addition to all information and forms submitted for the NACI, the Contractor shall conduct a local agency check (by local sheriff/police) in the County where the employee resides. The local agency check shall include a check of any parish/county where the employee has resided during the past five years. The Contractor shall provide the Contracting Officer with a copy of the local agency check results. Local agency checks shall be conducted every six months for the term of employment under this contract and results provided to the Contracting Officer upon receipt.

1.8. Key Control. The Contractor shall receive, secure, and account for all keys issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys issued by the Government. The Contractor shall maintain records, to be made available to the Government Representative upon request, that show how many keys are in existence, and in whose possession. Keys shall not be duplicated.

1.9. General Administrative Requirements.

1.9.1. Performance Evaluation Meetings. The Contractor's representative shall meet with the Government's representative at a minimum weekly. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meeting are prepared by the Government.

1.9.2. Directives. Applicable Department of Defense (DOD), Secretary of the Army, US Army Corp of Engineers and other directives, instructions, and regulations are listed in Appendix E.

1.9.3. US Army and Corps of Engineers Regulations. The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

1.9.4. Fire Prevention. The Contractor shall ensure that his employees know how to deactivate a fire alarm.

1.9.5. Safety Requirements and Reports. The Contractor shall ensure that his employees know how to accurate complete safety reports and are knowledge of the government safety requirements.

1.9.5.1. Prior to commencement of the contract, the Contractor shall submit an Accident Prevention Plan as prescribed in paragraph 01.A.11 of EM 385-1-1 (Nov 2003), USACE Safety and Health Requirements Manual.

1.9.5.2. Shift Supervisors must meet the training requirements established by paragraph 01.A.17 of EM 385-1-1 (Nov 2003), USACE Safety and Health Requirements Manual.

1.9.5.3. The Contractor shall comply with any other pertinent sections of EM 385-1-1 (Nov 2003) as well as other Army safety regulations that may apply.

1.9.6. Security Requirements

1.9.6.1. The Contractor shall comply with all activity security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.

1.9.6.2. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

1.9.6.3. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

1.9.6.4. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.

1.9.6.5. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

1.9.6.6. The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports (ENG Form 4337) shall be submitted to the Contracting Officer no later than 0800 the next business day.

1.9.7. Passes and Badges. All Contractor employees shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. All Identification will be issued by the Contractor.

1.9.8. Access to Buildings

1.9.8.1. It shall be the Contractor's responsibility, through the Security Office, to obtain access to buildings and facilities and arrange for them to be opened and closed.

1.9.8.2. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.

1.9.8.3. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the Contracting Officer decides that the Contractor's employees must replace a lock because of the loss of a key, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of

changing a combination if the Contracting Officer has reasonable cause to believe that the combination has been compromised.

1.9.9. Identification of Contractor Employees

1.9.9.1. The Contractor shall provide to the Contracting Officer the name or names, and phone numbers of the responsible supervisory person or persons authorized to act for the contractor. Individual will be required to meet within ½ hour during normal USACE MVM business hours and with 1 hour after normal USACE MVM business hours. USACE MVM business hours are Monday-Friday (0730-1630)

1.9.9.2. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

1.9.9.3. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

1.9.9.4. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

1.9.9.5. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or, if an alien, his residence within the United States is legal.

1.9.9.6. All contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

1.9.10. Permits. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences.

1.9.11. Insurance. Within fifteen (15) days after the award of this contract, the Contractor shall furnish the Contracting Officer a *CERTIFICATE OF INSURANCE* as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

1.9.11.1. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage.

1.9.11.1.1. Comprehensive General Liability: \$500,000 occurrence.

1.9.11.1.2. Automobile Liability: \$200,000 per person \$500,000 per occurrence \$ 20,000 per occurrence for property damage

1.9.11.1.3. Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.

1.9.11.1.4. Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.

1.9.11.1.5. Other as required by State Law.

1.9.11.2. The Certificate of Insurance shall provide for at least thirty days written notice to the contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

SECTION C-2 GOVERNMENT FURNISHED

2.1 GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES. Government will furnish or make available to the Contractor certain Government owned facilities, equipment, materials, and utilities for use in connection with this contract.

2.1.1 Government Furnished Facilities. The Government shall furnish to the contractor all facilities needed for this contract. Facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). The Government will correct any hazards in accordance with Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction of hazards will not be assigned to the facilities provided there under merely because of this contract initiative. The identification of any hazardous conditions does not warrant or guarantee that no other possible hazard exists, or that the workaround procedures currently employed will be adequate to meet the responsibilities of the contractor. Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of employees is exclusively the obligation of the contractor. The Government will assume no liability or responsibility for the contractor's compliance or non-compliance with such requirements, with the exception of the aforementioned responsibility to make corrections in accordance with approved plans of abatement subject to funding priorities. Prior to any modification of the facilities performed by the contractor, the contractor must notify the Facilities Manager and provide documentation describing in detail the modification to be performed. No alterations to the facilities shall be made without specific written permission from the Contracting Officer; however, in the case of alterations necessary for OSHA compliance, such permission shall not be unreasonably withheld. The contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall be used for the performance of this contract only.

2.1.2 Government Furnished Equipment. The Government will furnish or make available to the Contractor the tools and equipment listed in Appendix C. The list of equipment is subject to change as replacement or additional equipment is received. The equipment shall be used for the performance of this contract only. Equipment Inventory. The contractor and a Government representative shall conduct a joint inventory for all Government-Furnished Equipment within 10 calendar days prior to the contract start date as well as any follow-on contract's start date. In transitioning from one contractor to another, the inventory shall occur within 10 calendar days prior to the start date of the new contract. The contractor shall send notice to the Quality Assurance representative of any changes in the inventoried Government-Furnished Equipment as those changes occur. The contractor and the Government shall certify their agreement on the inventory accuracy and serviceability of listed equipment. If the contractor does not participate in the inventory, the contractor must accept as accurate the listing and stated condition of equipment provided by the Government. Failure of the contractor to agree on missing or defective equipment shall be treated as a dispute pursuant to the clause of this contract entitled, "Disputes".

2.1.3 Other Equipment.

2.1.3.1 Electrical protective alarm and surveillance monitoring equipment, where installed, and associated maintenance services;

2.1.3.2 Required standard government forms and issuances including security guard general and special orders; expendable items for office use such as pens, notebooks, printer paper, and log books, where required.

2.1.3.3 Telephones and radios as deemed necessary by the government for the conduct of official government business. This does not include cellular phone service. Abuse of telephones by security personnel under this contract will result in the removal of the individual from this contract.

2.1.3.4 Office space, and furniture, required for the performance of this contract as set forth in Appendix C.

2.1.3.5 Security guard post tracking systems, key stations and hard hats as determined to be necessary by the government.

2.1.3.6 Utility vehicle will be furnished by the Contractor.

2.1.3.7 Personal Flotation Devices (PFD), if required.

2.1.4 Automated Data Processing. The Government will provide only the minimum necessary for mission accomplishment.

2.1.5 Custodial Service. The Government will provide custodial service through an existing contract

2.1.6 Refuse Collection. The Government will provide bulk refuse collection service through an existing contract.

2.1.7 Insect and Rodent Control. The Government will provide insect and rodent control through an existing contract.

2.1.8 Grounds Maintenance. The Government will provide grounds maintenance through an existing contract.

2.1.9 Communications.

2.1.9.1 The Government shall furnish and maintain all necessary radio communications equipment. Maintenance is limited to repair/replacement due to normal use/wear. Repairs required due to neglect or misuse by Contractor employees will be the responsibility of the Contractor. The determination of neglect, misuse or abuse shall be assessed by the Memphis District's Telecommunication/Electronic Shop. The Guard Shift Supervisor shall be responsible for maintaining spare batteries in a fully charged condition.

C-3 CONTRACTOR FURNISHED

3.1. CONTRACTOR FURNISHED ITEMS. Except for the items listed as Government furnished, Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. Items to be furnished by the contractor include, but are not limited to:

3.1.1. Uniforms:

3.1.1.1. Contractor shall furnish uniforms required by this contract at no cost to the employee.

3.1.1.2. Quantity and Type of Uniforms to be issued by contractor:

3.1.1.2.1. Heavy Jacket: 1 each

3.1.1.2.2. Windbreaker: 1 each

3.1.1.2.3. Trousers: 3 each

3.1.1.2.4. Long-sleeved Shirts: 3 each

3.1.1.2.5. Short-sleeved Shirts: 3 each

3.1.1.2.6. Ties: 2 each

3.1.1.2.7. Raincoats: 1 each

3.1.1.2.8. Name Tag: 1 each

3.1.1.2.9. Whistle: 1 each

3.1.1.2.10. Sam Brown Duty Belt (fully equipped): 1 each

3.1.1.2.11. Knit Cap (winter): 1 each

3.1.1.2.12. Ball Cap: (summer): 1 each

3.1.1.2.12.1 Hard Hats 1each. Hard hats must meet the standards of Engineer Safety Manual EM 385.1.1

3.1.1.2.13. Foul Weather Gloves 1 each

3.1.1.2.14. Black steel toed shoes or boots are required and will be clean and polished at all times. Shoes will be kept clean and functional at all times. Worn soles and torn shoes will be replaced.

3.1.1.2.15. Sunglasses may be worn during daylight hours at the discretion of the individual. If worn, sunglasses shall be aviator style with black or dark frames and without mirror lenses. No large bulky items will be placed inside the shirt or trouser pockets.

3.1.1.2.16. A knit cap, worn covering the ears, may be worn at the discretion of the wearer during inclement or cold weather. The knit cap will be navy blue or black to match the uniform as much as possible. Ball caps will be navy

blue or black to match the uniform as much as possible and will be worn during summer months for protection from the heat and must be worn in winter months when the knit cap is not worn.

3.1.2. WEAPONS:

3.1.2.1. A sufficient number of weapons shall be provided such that no guard is left unarmed during required cleaning and training of weapons.

3.1.2.2. Weapons shall be semi-automatic in either .9mm, or .40 caliber as manufactured by Beretta, Smith and Wesson or Sig Sauer. Barrel lengths shall be no less than 4 inches or more than 6 inches. Frames shall be aluminum alloy or carbon steel or a combination thereof with black finish. All weapons shall be of the same manufacturer, model, make and caliber.

3.1.2.3. Only jacked hollow-point ammunition shall be used and will be provided by the contractor for the weapon selected. Ammunition will be from 115 grain to 125 grain for .9mm; 150 grain to 180 grain for .40 caliber. Each guard and supervisor shall carry a fully loaded magazine (specifically manufactured for the weapon selected) in the weapon and two (2) spare fully loaded magazines (specifically manufactured for the weapon selected) on the duty belt in a clip holster. One round will be chambered in the weapon.

3.1.2.4. The contractor shall furnish a lockable steel container for storage of weapons and ammunition. If a single container is used, the container must include separate storage compartments controlled by separate locking mechanisms for weapons and ammunition. The container shall be under the direct control of the Shift Supervisor and will remain locked at all times except during periods of weapons/ammunition issue or to access weapons for cleaning.

3.1.2.5. At least 5 days prior to initial delivery of weapons required by this contract, the contractor shall provide the Contracting Officer with an inventory that identifies weapons by manufacturer, model, caliber, and serial number. The inventory shall also identify the ammunition to be used and specify ammunition manufacturer and quantity-on-hand (available for use). At any time a change occurs that requires removal of a weapon, i.e. maintenance, or increase/decrease in ammunition quantity, a new inventory shall be provided to reflect the change. The Contracting Officer shall provide a copy of the inventory to the Security Office for retention and weapons control.

3.1.2.6. All weapons shall be surfaced cleaned at least weekly and field stripped and cleaned at least monthly. All cleaning shall be annotated in the Shift Supervisors log to include weapon serial number, type cleaning (i.e. surface or field stripped), date of cleaning, and the initials of the individual that cleaned the weapon. Contractor shall furnish all materials and equipment necessary for cleaning.

3.1.2.7. The contractor shall furnish each guard with a 23-inch Power Safety Tip Baton (*Monadnock* Model #2551 or equivalent). Batons shall be carried in a baton holder on the duty belt.

3.1.3. Other Special Equipment

3.1.3.1. Duty belts shall be black basket weave leather and shall be equipped with matching Level II pistol holster; double-magazine holder; hand-cuff pouch with double-lock capable, hinged, satin finish nickel-plated steel handcuffs; baton holder; mini-flashlight with holder; and glove pouch with high-risk latex protective gloves.

3.1.3.2. Level III or IV body armor with white carrier. Body armor shall be worn at all times.

3.1.4. Government work area. Workspace will be provided to Quality Control Personnel, when required, during management/surveillance inspections.

3.1.5. Vehicles. The Contractor shall provide a Truck with a minimal clearance of 9.5 inches. The vehicle shall be kept in a safe operating condition at all times with a valid state registration as required by the state of Tennessee. The Contractor shall provide all fuel, oil, lubricants, and maintenance. The vehicle shall be clearly marked (front, rear, and both sides) with distinctive insignia containing the Contractor's name in letters at least four inches in height. Each vehicle shall have a clearly visible red and/or blue flashing light. The vehicle shall have a handheld or fixed search light with a minimum of 100,000 candlepower. In the event of a vehicle breakdown, the Contractor shall provide a replacement vehicle on site that meets all contract requirements within 3 hours of breakdown. All vehicle repairs shall be done off Government property, except for minor work such as changing a flat tire, battery, etc. Vehicles, which are not operable, are undergoing maintenance, are located at another site, or are otherwise unavailable for immediate use, are not acceptable

C-4 SPECIFIC WORK REQUIREMENTS

4.1. WORK REQUIREMENTS.

4.1.1. Entry Control. The Contractor shall deter unauthorized personnel, property, or vehicles from entering into the area(s) 24 hours per day, 7 days a week as defined in the SOP FOR CONTRACT SECURITY GUARD SERVICES.

4.1.1.1. Authorized personnel shall be allowed entry immediately after arrival and the Contractor shall minimize traffic congestion during peak periods of personnel arrivals/departures.

4.1.1.2. The Contractor shall comply with the SOP FOR CONTRACT SECURITY GUARD SERVICES regarding issuance of passes and badges to Government employees, visitors, Contractors, vendors, and others. The Contractor shall courteously and promptly process visitors, issue appropriate identification badges to authorized visitors, and record required information. Contractor employees shall provide clear directions to visitors upon request. Visitors shall either be denied access or issued a visitor identification badge after their arrival. Vehicle passes shall either be denied or issued within 10 minutes after the application is presented.

4.1.1.3. Certain private property (e.g., tape recorders, cameras, etc.) is prohibited on Corps Property at all times. The Contractor shall provide a receipt for, and secure such items in accordance with the SOP FOR CONTRACT SECURITY GUARD SERVICES. Receipts for prohibited property shall be issued immediately after property is received.

4.1.1.4. The Contractor shall maintain a list of lost items, accept found items, and secure them until they can be transferred to the Security Officer for disposition. The Contractor shall be fully responsible for items in his/her possession.

4.1.1.5. All incident reports will be completed electronically on the Security Guard Supervisor computer, printed and signed by the Security Guard Supervisor. The Security Guard Supervisor will provide the original signed incident report to the District Security Officer for concurrence/action.

4.1.2. Exit Control. The Contractor shall comply with the SOP FOR CONTRACT SECURITY GUARD SERVICES regarding detention of persons or property, and shall insure that any person(s) attempting to take Government property off the installation has a valid property pass, as identified in the SOP FOR CONTRACT SECURITY GUARD SERVICES.

4.1.3. Roving Patrol. The Contractor shall provide personnel for roving patrols to perform duties as specified in the SOP for CONTRACT SECURITY GUARD SERVICES. All roving patrol guards shall be equipped with radio communications equipment as specified in the "COMMUNICATIONS" clause of this section in order to maintain constant contact with the Shift Supervisor.

4.1.4. Execute Colors. The Contractor shall raise and lower the United States Flag (and other flags as authorized) at the locations and times indicated in the SOP FOR CONTRACT SECURITY GUARD SERVICES. No deviations are permitted unless authorized. (Verbal authorizations shall be recorded in an incident report ENG Form 4337.)

4.1.5. Traffic, Parking, and Pedestrian Control. The Contractor shall direct traffic, as described in the SOP FOR CONTRACT SECURITY GUARD SERVICES. Abandoned vehicles shall be reported promptly in accordance with the SOP FOR CONTRACT SECURITY GUARD SERVICES. Vehicles parked in prohibited zones (e.g., fire lanes, and other such areas) which require removal by towing, will also be reported per the SOP FOR CONTRACT SECURITY GUARD SERVICES.

4.1.6. Deviation from Prescribed Schedules.

4.1.6.1. Government Directed. In the case of emergency conditions requiring immediate attention, the Security Guard Supervisor will direct the security guards to temporarily divert personnel from their normal roving patrol duties to respond to the emergency conditions as identified by the Security Officer, at no additional cost to the Government. Such employees shall return to their normally assigned duties when released from the emergency situation.

4.1.6.2. Non-Government Directed. The Shift Supervisor shall direct security guards to temporary divert from their normal roving patrol duties to respond to such emergencies that might arise from the following conditions:

4.1.6.2.1. Medical emergency that requires the immediate departure of an on-duty security guard. Medical emergencies are defined as unexpected death or life-threatening medical conditions involving immediate family members, and calls from local authorities (police/medical/fire) that request the individual's immediate presence at the scene of a serious automobile accident/fire involving a family member.

4.1.6.2.2. When a medical emergency occurs, the supervisor shall immediately relieve the individual and notify the contractor to request stand-by personnel to fill the vacate post. The supervisor shall then notify Chief; Safety, and Occupational Health (or his representative) of the emergency and actions taken. The contractor shall fill the post within one hour of the call or the post will be considered unmanned. The shift supervisor shall prepare a detailed Incident Report to include times of notification of all personnel listed above and time relief arrived.

4.1.6.3. Employee and Visitor Escort Services. The Contractor shall provide employee escort services as described in the SOP for CONTRACT SECURITY GUARD SERVICES for visitors for the movement of valuables and for personal safety.

4.1.6.4. Miscellaneous Services.

4.1.6.4.1. Monitoring of Alarm Systems. The Contractor shall monitor the alarm systems continuously during the periods indicated. Guards must arrive at the alarm site within 3 minutes from when the alarm sounds.

4.1.6.4.2. Complaints. The Contractor shall receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the Security Office for resolution and disposition.

4.1.6.4.3. Traffic Accidents. The Contractor shall immediately notify the security officer of accidents, and shall assist, as required, in redirecting traffic, and other safety protective actions identified in the SOP FOR CONTRACT SECURITY GUARD SERVICES.

4.1.6.4.4. Gate Openings. The Contractor shall open and close gate(s) within 5 minutes of the scheduled time as specified in the SOP FOR CONTRACT SECURITY GUARD SERVICES. Locked gates or offices must be opened within 5 minutes in response to an authorized request at any time. The Contractor shall maintain a record of all nonscheduled gate/office openings. The supervisor must record information in the supervisor's logbook and computer.

4.1.6.4.5. Crisis Situations. The Contractor shall provide an employee recall system with the capability of contacting and recalling a minimum of 5 off duty accepted guard force personnel. Personnel shall be on-site within 1 hour of the Contractor's receipt of the Contracting Officer's recall authorization. Situations which may result in recalls include bomb threats, fires, change in Force Protection Conditions (FPCONS), terrorists incidents, natural catastrophes, civil disturbances, or other large gatherings of people where, in the opinion of the Contracting Officer, a threat exists to life and property. Compensation for any such recall shall be in accordance with the IDIQ CLIN hourly rates identified in the pricing schedule of the contract.

4.1.6.4.5.1. Recall guard force personnel may consist of personnel in an on-call status who are not on the normal duty schedule. Such personnel shall meet all requirements established by this contract and shall complete the OJT requirements established in the SOP FOR CONTRACT SECURITY GUARD SERVICES.

4.1.6.4.5.2. Personnel on the recall who have been trained for the Memphis District but are not normally scheduled for duty must stand at least one full watch every 30 days to maintain competencies and qualifications required by this contract.

4.1.6.4.5.3. Special Events. Special events are situations where additional accepted security guard force personnel will be required on a one-time basis. Compensation for any such special events shall be in accordance with the IDIQ CLIN hourly rates identified in the pricing schedule of the contract.

4.1.6.5. Security Guard Supervisor. The Security Guard Supervisor will ensure that all post are manned in accordance with the hours of operation identified in Appendix B.

4.2. CONTRACTOR QUALITY CONTROL. The contractor shall:

4.2.1. Establish and maintain a Quality Control Plan in compliance with the contract Clause FAR 52.246-4 entitled "Inspection Of Service Fixed Price which includes an inspection system that covers as a minimum all services listed, specifies the areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, method of inspection, title of individuals who will perform the inspection, documentation and verification means available to the Quality Assurance representative (QA), and states proactive method for identifying and preventing defects in the quality of service performed before the level of performance becomes unsatisfactory. Contractor shall submit its proposed quality control plan for government acceptance at the pre-performance award conference.

4.2.2. Develop performance metrics that will be used to audit and track trends in levels of performance. As a minimum, the service delivery summary items shall have performance metrics that are briefed monthly to the QAP and technical representative at a time and place coordinated with the QAP. In conjunction with the contractor's quality control plan, these metrics shall be effective in identifying, preventing and correcting problems and improving processes.

4.2.3. Reserved

4.2.4. Perform QAP requested inspections (these are other than contractor QC inspections) within 16 working hours of notification and respond to the QAP with its findings within 8 working hours.

4.2.5. Respond in writing to the QAP or District Engineer (within 1 workday of notification) on any other Government inspections or observations of incomplete or defective performance. Include, as a minimum, in the response why the defect occurred and corrective measures taken to insure a performance deficiency does not occur in the future. A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 72 hours of completion/termination of the contract.

4.3. GOVERNMENT QUALITY ASSURANCE (QA).

All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

WAGE DETERMINATION

94-2495 TN, MEMPHIS

WAGE DETERMINATION NO: 94-2495 REV (29) AREA: TN, MEMPHIS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2496

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210William W. Gross Division of
Director Wage DeterminationsWage Determination No.: 1994-2495
Revision No.: 29
Date Of Revision: 05/23/2005

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett,
St Francis
Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall,
McCracken
Mississippi Counties of Benton, De Soto, Marshall, Tippah
Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette,
Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison,
McNairy, Obion, Shelby, Tipton, Weakley

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.84
01012 - Accounting Clerk II	11.94
01013 - Accounting Clerk III	13.41
01014 - Accounting Clerk IV	14.87
01030 - Court Reporter	16.54
01050 - Dispatcher, Motor Vehicle	15.13
01060 - Document Preparation Clerk	11.52
01070 - Messenger (Courier)	9.64
01090 - Duplicating Machine Operator	11.38
01110 - Film/Tape Librarian	12.11
01115 - General Clerk I	9.19
01116 - General Clerk II	10.28
01117 - General Clerk III	11.81
01118 - General Clerk IV	13.96
01120 - Housing Referral Assistant	19.00
01131 - Key Entry Operator I	10.73
01132 - Key Entry Operator II	11.38
01191 - Order Clerk I	10.73
01192 - Order Clerk II	13.16
01261 - Personnel Assistant (Employment) I	12.00
01262 - Personnel Assistant (Employment) II	14.18
01263 - Personnel Assistant (Employment) III	15.94
01264 - Personnel Assistant (Employment) IV	16.91
01270 - Production Control Clerk	14.59
01290 - Rental Clerk	13.69
01300 - Scheduler, Maintenance	13.69
01311 - Secretary I	14.74
01312 - Secretary II	16.64
01313 - Secretary III	19.51
01314 - Secretary IV	21.69
01315 - Secretary V	24.01

01320 - Service Order Dispatcher	13.69
01341 - Stenographer I	12.38
01342 - Stenographer II	14.56
01400 - Supply Technician	15.47
01420 - Survey Worker (Interviewer)	16.54
01460 - Switchboard Operator-Receptionist	11.38
01510 - Test Examiner	16.54
01520 - Test Proctor	16.54
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	11.87
01533 - Travel Clerk III	12.78
01611 - Word Processor I	12.01
01612 - Word Processor II	13.87
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.49
03041 - Computer Operator I	13.64
03042 - Computer Operator II	16.28
03043 - Computer Operator III	18.88
03044 - Computer Operator IV	20.99
03045 - Computer Operator V	23.23
03071 - Computer Programmer I (1)	17.92
03072 - Computer Programmer II (1)	23.68
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.85
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.64
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.00
05010 - Automotive Glass Installer	14.13
05040 - Automotive Worker	14.16
05070 - Electrician, Automotive	15.82
05100 - Mobile Equipment Servicer	12.40
05130 - Motor Equipment Metal Mechanic	15.82
05160 - Motor Equipment Metal Worker	14.16
05190 - Motor Vehicle Mechanic	15.82
05220 - Motor Vehicle Mechanic Helper	11.49
05250 - Motor Vehicle Upholstery Worker	14.16
05280 - Motor Vehicle Wrecker	14.16
05310 - Painter, Automotive	15.00
05340 - Radiator Repair Specialist	14.16
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	15.62
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.43
07010 - Baker	10.68
07041 - Cook I	8.94
07042 - Cook II	10.50
07070 - Dishwasher	7.43
07130 - Meat Cutter	13.65
07250 - Waiter/Waitress	7.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.26
09070 - Furniture Refinisher	15.48
09100 - Furniture Refinisher Helper	11.91
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	15.94
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	9.13
11090 - Gardener	12.62
11121 - House Keeping Aid I	7.42
11122 - House Keeping Aid II	8.37
11150 - Janitor	9.56
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	7.56
11270 - Pest Controller	12.35
11300 - Refuse Collector	11.40
11330 - Tractor Operator	12.66
11360 - Window Cleaner	9.90
12000 - Health Occupations	

12020	- Dental Assistant	14.14
12040	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.10
12071	- Licensed Practical Nurse I	12.17
12072	- Licensed Practical Nurse II	13.64
12073	- Licensed Practical Nurse III	15.26
12100	- Medical Assistant	11.53
12130	- Medical Laboratory Technician	13.73
12160	- Medical Record Clerk	11.24
12190	- Medical Record Technician	13.54
12221	- Nursing Assistant I	8.38
12222	- Nursing Assistant II	9.43
12223	- Nursing Assistant III	10.34
12224	- Nursing Assistant IV	11.60
12250	- Pharmacy Technician	12.48
12280	- Phlebotomist	11.95
12311	- Registered Nurse I	18.96
12312	- Registered Nurse II	22.34
12313	- Registered Nurse II, Specialist	22.34
12314	- Registered Nurse III	27.02
12315	- Registered Nurse III, Anesthetist	27.02
12316	- Registered Nurse IV	32.38
13000	- Information and Arts Occupations	
13002	- Audiovisual Librarian	18.52
13011	- Exhibits Specialist I	16.04
13012	- Exhibits Specialist II	18.80
13013	- Exhibits Specialist III	22.99
13041	- Illustrator I	16.04
13042	- Illustrator II	18.80
13043	- Illustrator III	22.99
13047	- Librarian	20.51
13050	- Library Technician	10.80
13071	- Photographer I	13.61
13072	- Photographer II	16.55
13073	- Photographer III	19.17
13074	- Photographer IV	21.25
13075	- Photographer V	24.04
15000	- Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	- Assembler	8.03
15030	- Counter Attendant	8.03
15040	- Dry Cleaner	10.45
15070	- Finisher, Flatwork, Machine	8.03
15090	- Presser, Hand	8.03
15100	- Presser, Machine, Drycleaning	8.03
15130	- Presser, Machine, Shirts	8.03
15160	- Presser, Machine, Wearing Apparel, Laundry	8.03
15190	- Sewing Machine Operator	11.18
15220	- Tailor	11.90
15250	- Washer, Machine	8.88
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	15.48
19040	- Tool and Die Maker	18.95
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	14.18
21020	- Material Coordinator	16.82
21030	- Material Expediter	16.82
21040	- Material Handling Laborer	11.33
21050	- Order Filler	10.36
21071	- Forklift Operator	13.10
21080	- Production Line Worker (Food Processing)	13.10
21100	- Shipping/Receiving Clerk	11.59
21130	- Shipping Packer	11.59
21140	- Store Worker I	9.16
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210	- Tools and Parts Attendant	13.35
21400	- Warehouse Specialist	13.35
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	19.81
23040	- Aircraft Mechanic Helper	12.90
23050	- Aircraft Quality Control Inspector	18.61
23060	- Aircraft Servicer	14.85
23070	- Aircraft Worker	15.82
23100	- Appliance Mechanic	16.90
23120	- Bicycle Repairer	11.39
23125	- Cable Splicer	18.99

23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	15.79
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician, Maintenance I	17.16
23182 - Electronics Technician, Maintenance II	22.01
23183 - Electronics Technician, Maintenance III	23.80
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	17.46
23310 - Fire Extinguisher Repairer	13.56
23340 - Fuel Distribution System Mechanic	18.00
23370 - General Maintenance Worker	15.36
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.82
23430 - Heavy Equipment Mechanic	16.82
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	17.99
23470 - Laborer	11.33
23500 - Locksmith	16.90
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	18.65
23700 - Office Appliance Repairer	16.90
23740 - Painter, Aircraft	18.73
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.78
23800 - Plumber, Maintenance	17.99
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	15.79
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	14.60
23930 - Telecommunication Mechanic I	18.96
23931 - Telecommunication Mechanic II	19.99
23950 - Telephone Lineman	18.96
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.99
23970 - Woodcraft Worker	17.99
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.33
24600 - Chore Aid	7.60
24630 - Homemaker	15.70
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.47
25040 - Sewage Plant Operator	16.76
25070 - Stationary Engineer	18.47
25190 - Ventilation Equipment Tender	12.80
25210 - Water Treatment Plant Operator	16.76
27000 - Protective Service Occupations	
(not set) - Police Officer	21.51
27004 - Alarm Monitor	9.77
27006 - Corrections Officer	15.25
27010 - Court Security Officer	17.33
27040 - Detention Officer	15.37
27070 - Firefighter	15.25
27101 - Guard I	9.55
27102 - Guard II	11.23
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.14
28020 - Hatch Tender	16.14
28030 - Line Handler	16.14
28040 - Stevedore I	15.30
28050 - Stevedore II	17.28
29000 - Technical Occupations	
21150 - Graphic Artist	18.91
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.30
29023 - Archeological Technician I	15.79
29024 - Archeological Technician II	17.66
29025 - Archeological Technician III	21.87
29030 - Cartographic Technician	21.88
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.85

29040 - Civil Engineering Technician	18.51
29061 - Drafter I	13.89
29062 - Drafter II	15.52
29063 - Drafter III	18.67
29064 - Drafter IV	21.88
29081 - Engineering Technician I	16.18
29082 - Engineering Technician II	16.24
29083 - Engineering Technician III	19.76
29084 - Engineering Technician IV	22.89
29085 - Engineering Technician V	25.36
29086 - Engineering Technician VI	28.69
29090 - Environmental Technician	19.74
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	24.22
29210 - Laboratory Technician	18.29
29240 - Mathematical Technician	21.88
29361 - Paralegal/Legal Assistant I	18.81
29362 - Paralegal/Legal Assistant II	22.31
29363 - Paralegal/Legal Assistant III	27.20
29364 - Paralegal/Legal Assistant IV	33.01
29390 - Photooptics Technician	21.88
29480 - Technical Writer	24.92
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.73
31260 - Parking and Lot Attendant	7.83
31290 - Shuttle Bus Driver	13.20
31300 - Taxi Driver	9.34
31361 - Truckdriver, Light Truck	13.20
31362 - Truckdriver, Medium Truck	13.68
31363 - Truckdriver, Heavy Truck	16.38
31364 - Truckdriver, Tractor-Trailer	16.38
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.87
99030 - Cashier	8.20
99041 - Carnival Equipment Operator	10.24
99042 - Carnival Equipment Repairer	11.04
99043 - Carnival Worker	7.87
99050 - Desk Clerk	8.74
99095 - Embalmer	18.23
99300 - Lifeguard	10.53
99310 - Mortician	18.23
99350 - Park Attendant (Aide)	13.51
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.67
99500 - Recreation Specialist	10.18
99510 - Recycling Worker	12.89
99610 - Sales Clerk	11.81
99620 - School Crossing Guard (Crosswalk Attendant)	9.83
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.18
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.52
99660 - Surveying Aide	10.60
99690 - Swimming Pool Operator	9.58
99720 - Vending Machine Attendant	9.93
99730 - Vending Machine Repairer	12.35
99740 - Vending Machine Repairer Helper	9.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

PERFORMANCE PERIOD

BASE YEAR: 1 DEC 2005 TO 30 NOV 2006
1ST OPTION YEAR: 1 DEC 2006 TO 30 NOV 2007
2ND OPTION YEAR: 1 DEC 2007 TO 30 NOV 2008

3RD OPTION YEAR: 1 DEC 2008 TO 30 NOV 2009
4TH OPTION YEAR: 1 DEC 2009 TO 30 NOV 2010

LOCATION: ENSLEY ENGINEER YARD, 2915 RIVERPORT ROAD, MEMPHIS, TN 38109.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and

cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or

incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__X__ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

__X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be

effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DEFINITIONS

DEFINITIONS

Antiterrorism- Defensive measures used to reduce the vulnerability of individuals and property to terrorist acts, to include limited response and containment by local military forces. The AT Program is one of several security-related programs that fall under the overarching Force Protection and Combating Terrorism programs. An AT Program is a collective effort that seeks to reduce the likelihood that Department of Defense affiliated personnel, their families, facilities, and materiel will be subject to a terrorist attack, and to prepare to respond to the consequences of such attacks should they occur.

Antiterrorism awareness - Fundamental knowledge of the threat and measures to reduce vulnerability to threat attacks.

Combating terrorism - Combating terrorism within the Army encompasses all actions, including antiterrorism, counterterrorism, consequence management, and intelligence support taken to oppose terrorism throughout the entire threat spectrum, to include terrorist use of chemical, biological, radiological, nuclear materials or high-yield explosive devices (CBRNE).

Credible threat - A threat that is evaluated as serious enough to warrant a FPCON change or implementation of additional security measures.

Criminal intelligence - The product that results from the collection, analysis, and interpretation of all available information concerning known and potential criminal threats and vulnerabilities of supported organizations.

Crisis situation - Any emergency so declared by the National Command Authority (NCA) or the overseas combatant commander, whether or not U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism, hostilities buildup, wartime conditions, disasters, or international conflict presenting a serious threat to DOD interests.

Deterrence - The prevention of an action by fear of the consequence. Deterrence is a state of mind brought about by the existence of a credible threat or unacceptable counteraction.

Domestic terrorism - Terrorism perpetrated by the citizens of one country against fellow countrymen. That includes acts against citizens of a second country when they are in the host country, and not the principal or intended target.

Family member - "Dependent" as defined by 10 U.S.C 1072(2): spouse; unmarried widow; unmarried widower; unmarried legitimate child, including adopted child or stepchild (under 21, incapable of self-support or under 23 and enrolled in a full-time institution.)

First responders - The first units, usually military police, fire, and/or emergency medical personnel, to arrive on the scene of a threat incident.

Force protection - Security program to protect soldiers, civilian employees, family members, information, equipment, and facilities in all locations and situations. This is accomplished through the planned integration of combating terrorism, physical security, information operations, high-risk personnel security, and law enforcement operations; all supported by foreign intelligence, counterintelligence, and other security programs.

Force protection condition - Terrorist force protection condition (FPCON) is a DOD-approved system standardizing the military Services' identification of and recommended preventive actions and responses to terrorist threats against U.S. personnel and facilities. This system is the principle means for a commander to apply an operational decision on how to protect against terrorism and facilitates inter-Service coordination and support for antiterrorism activities.

High-risk personnel - Personnel who-by their grade, assignment, symbolic value, or relative isolation-are likely to be attractive or accessible terrorist targets.

High-risk target - Resources/facilities considered to be at risk as potential terrorist targets because of mission sensitivity, ease of access, isolation, symbolic value, and/or potential for mass casualty.

Hostage - Any person held against their will as security for the performance or nonperformance of specific acts.

Improvised explosive device - A device placed or fabricated in an improvised manner incorporating destructive, lethal, noxious, pyrotechnic, or incendiary chemicals and designed to destroy, incapacitate, harass, or distract. It may incorporate military stores, but is normally devised from nonmilitary components.

Mission essential vulnerable areas - Mission essential vulnerable areas (MEVAs) are facilities or activities within the installation that, by virtue of their function, are evaluated by the commander as vital to the successful accomplishment of the installation's, State National Guard, or major U.S. Army Reserve command mission. This includes areas nonessential to the installation's/facility's operational mission but which, by the nature of the activity, are considered vulnerable to theft, trespass, damage, or other criminal activity.

Military service - A branch of the Armed Forces of the United States, established by an act of Congress, in which persons are appointed, enlisted, or inducted for military service, and which operates and is administered within a military or executive department. The military Services are the United States Army, United States Navy, United States Air Force, United States Marine Corps, and the United States Coast Guard.

National Command Authorities - National Command Authorities (NCA) are the President and Secretary of Defense or their duly deputized alternates or successors.

Non-State supported terrorism - Terrorist groups that operate autonomously, receiving no significant support from any government.

Operations security - Operations security is a process of identifying critical information and subsequently analyzing friendly actions attendant to military operations and other activities to

- a. Identify those actions that can be observed by adversary intelligence systems.
- b. Determine indicators foreign intelligence systems might obtain that could be interpreted or pieced together to derive critical information in time to be useful to adversaries.
- c. Select and execute measures that eliminate or reduce to an acceptable level the vulnerabilities of friendly actions to adversary exploitation.

Physical security - That part of the Army security system employing physical and procedural security measures to detect, deter, and defend personnel, property, equipment, facilities, material, and information against espionage, terrorism, sabotage, damage, misuse, theft, and other criminal acts.

Physical protective measures - Physical security measures used to counter risk factors that usually do not change over a period of time such as mission impact, cost, volume, and criticality of resources and vulnerabilities. The measures are usually permanent and involve the expenditure of funds.

Random Antiterrorism Measures Program - A security program that involves implementing multiple security measures in a random fashion to change the appearance of an installations/activities security program.

Sabotage - An act or acts with intent to injure, interfere with, or obstruct the national defense of a country by willfully injuring or destroying, or attempting to injure or destroy, any national defense or war material, premises or utilities, to include human and natural resources.

Security

a. Measures taken by a military unit, an activity or installation to protect itself against all acts designed to, or which may, impair its effectiveness.

b. A condition that results from the establishment and maintenance of protective measures that ensure a state of inviolability from hostile acts or influences.

c. With respect to classified matter, it is the condition that prevents unauthorized persons from having access to official information that is safeguarded in the interests of national security.

Terrorism - The calculated use of violence or threat of violence to inculcate fear; intended to coerce or to intimidate governments or societies in the pursuit of goals that are generally political, religious, or ideological. Those acts are usually planned to attract widespread publicity and are designed to focus attention on the existence, cause or demands of the terrorists.

Terrorist - An individual who uses violence, terror, and intimidation to achieve a result.

Terrorist groups - Any element regardless of size or espoused cause, which repeatedly commits acts of violence or threatens violence in pursuit of its political, religious, or ideological objectives.

Threat analysis - In antiterrorism, threat analysis is a continual process of compiling and examining all available information concerning potential terrorist activities by terrorist groups that could target a facility. A threat analysis will review the factors of the presence of a terrorist group, operational capability, activity, intentions, and operating environment.

Threat assessment - The process used to conduct a threat analysis and develop an evaluation of a potential terrorist threat. Also, it is the product of a threat analysis for a particular unit, installation, or activity.

Threat Assessment Plan - The process used to conduct a threat analysis and develop a threat assessment.

Threat statement - The product of the threat analysis for a particular unit, installation, or activity.

Vulnerability

a. The susceptibility of a nation or military force to any action by any means through which its war potential or combat effectiveness may be reduced or will to fight diminished.

b. The characteristics of a system that cause it to suffer a definite degradation (incapability to perform the designated mission) as a result of having been subjected to a certain level of effects in an unnatural (manmade) hostile environment.

Vulnerability assessment - The process through which the commander determines the susceptibility to attack and the board range of physical threats to the security of personnel and facilities, which provides a basis for determining antiterrorism measures that can protect personnel and assets from terrorist attacks.

Weapons of mass destruction - Any weapons or devices that are intended or have the capability of a high order of destruction and/or being used in such a manner as to destroy large numbers of people. Can be nuclear, chemical,

biological, radiological or high-yield explosive weapons, but excludes the means of transporting or propelling the weapon where such a means is a separable and divisible part of the weapon. In AT, this includes the use of very large improvised explosive devices and environmental sabotage, which is capable of destruction at the same magnitude.

HOURS OF OPERATION

Working Hours of Operations.

Normal business hours of the Corps of Engineers Memphis District are Monday through Friday, 0730-1630 hours. Hours for each post are as follows:

Post 1: Main Gate. Post 1 shall be manned 24 hours a day, 7 days a week, including holidays.

Post 2: Vehicle Patrol. Post 2 shall be manned 24 hours a day, 7 days a week, including holidays.

Post 3: Guard Shift Supervisor. Post 3 shall be manned 24 hours a day, 7 days a week, including holidays.

Morale and Meal Breaks.

No meal break is provided. Each security guard may bring in a sack lunch to be consumed during their shift. All posts must be manned during this time.

GOVERNMENT FURNISHED PROPERTY**GOVERNMENT-FURNISHED PROPERTY**

The following government furnished property will be provided to the contractor for performance of their assigned security guard duties:¹

<u>Item</u>	<u>Quantity</u>	<u>Condition</u>
Security System Monitor	1	Good
Remote Pad to the Cameras 1 Good		
Front Desk	1	Good
Phone at Main Gate	1	Good
Phone at Guard Tower	1	Good
Portable Radio, Microphone, and Case		
Radio Base Station	2	Good
Desk Chairs	2 each	Good
Vehicle Search Mirrors	2 each	Good
All utilities for Main Gate and Guard Tower		

¹ This schedule is provided for planning purposes and shall not be considered all-inclusive. Government furnished property is subject to continuous change based on the need for new equipment or the replacement of existing equipment. The Government and Contractor will conduct a joint inventory of Government furnished equipment prior to the contract initiation and anytime thereafter that the inventory may change.

TRAINING REQUIREMENTS**TRAINING REQUIREMENTS**

a. Phase I Training. As specified in paragraph C-1.6.3.7, all guard force personnel shall complete the Phase I training requirements (or equivalent) specified in AR 190-56 the following is a summary of the Phase I training requirements in AR 190-56, and the minimum number of classroom training hours which must be spent on each subject area.

PHASE I MINIMUM TRAINING STANDARDS FOR CONTRACT GUARDS

Subjects Minimum Hours: 17

b. Administrative. Hours

- (1) Overview/Orientation 1.0
- (2) Security Department Duties and Functions 1.0
- (3) Standards of Conduct 0.5
- (4) Forms and Reports/Report Writing 1.0
- (5) Area Familiarization/On-Job-Training 1.0
- (6) CPR/AED 4.0
- (7) Suicide Awareness Training 1.0

c. Physical Security.

- (1) Vehicle and Personnel Movement Control 1.0
- (2) Force Protection Conditions (FPCONS) 1.0
- (3) Physical Security Safeguards 1.0

d. Legal Subjects

- (1) Jurisdiction and Authority 0.5
- (2) Rules of Evidence 1.0
- (3) Search and Seizure 1.0
- (4) Apprehension and Arrest 1.0

e. Patrol

- (1) Crime Prevention 1.00
- (2) Communications 1.0
- (3) Drugs of Abuse Identification, Prevention, and Control 1.0

f. Unusual Incidents

- (1) Crowd Control 1.0
- (2) Antiterrorism 1.0
- (3) Bomb Threats, Wrongful Destruction and Sabotage 1.0

g. Professional Skills

- (1) Use of Force 1.0

PHASE II TRAINING. All guard force personnel shall complete the Phase II training requirements of AR 190-56 annually. The following is a summary of the Phase II training requirements and the minimum number of classroom training hours, which must be spent on each subject.

Subjects Minimum Hours 8.0
Jurisdiction 1.0
Use of Force 1.0
Search and Seizure 1.0
Reports and Forms 1.0
Crime Prevention Program 0.5
Selective Enforcement 1.0
Public Relations/Citizens Interaction 0.5
Disaster and Emergency Plans 1.0
Local Instructions and Procedures 1.0

FIREARMS PROFICIENCY TRAINING AND QUALIFICATIONS. All guard force personnel designated and authorized to carry a firearm shall complete initial firearm proficiency training and qualification, semiannual sustainment training, and an annual re-qualification. Initial training and qualification, and each annual re-qualification shall consist of a minimum of 24 hours of classroom/range proficiency training, as prescribed in AR 190-56. Personnel shall also complete any additional training required by the State of Tennessee and the Memphis District Corps of Engineers (Appendix K).

USE OF FORCE

USE OF FORCE BY SECURITY GUARD PERSONNEL ENGAGED IN
SECURITY DUTIES AT THE U.S. ARMY, CORPS OF ENGINEERS
MEMPHIS DISTRICT, MEMPHIS, TENNESSEE

1. Authority.

- a.* AR 190-28
- b.* DOD Directive 5210.56

2. Purpose. The purpose of this directive is to establish a uniform policy concerning the use of force by all civilian contract guard personnel engaged in security duties at the U.S. Army Corps of Engineers, Memphis District.

3. Scope. The provisions of this directive apply to all members of the current security agency and to any future security agency, providing contract guard services for the U.S. Army Corps of Engineers, Memphis District. A copy of this directive will be furnished to all contract guard personnel performing security duties and to any future personnel assigned.

4. Policy.

a. All contract guard personnel assigned to the Memphis District will avoid the use of force where their duties can be discharged without resorting to force. Where this is impractical, personnel will use only the minimum amount of force necessary to discharge their assigned duty. Deadly force may not be used in the performance of their duties.

5. Deadly Force.

a. Deadly force is that physical force which a person uses, such as firing a weapon with the purpose of causing, or which is likely to cause death or serious bodily harm. Deadly force is not authorized in any way at any Memphis District Facility. Weapons are not authorized at any Memphis District Facility.(Delete last line in paragraph?)

6. Actions Authorized.

(1) Self Defense -- Self defense measures may be employed when it reasonably appears to be necessary to protect security personnel, who reasonably believe themselves to be in imminent danger of serious bodily harm.

(2) Property Involving National Security -- Within the purview of AR 190-28, the District Engineer has decreed there is no property located on the U.S. Army, Corps of Engineers Ensley Engineer Yard or any Casting Field vital to national security.

(3) Serious Offenses against a Person(s) -- Intervention for prevention may be used where it reasonably appears to be necessary to prevent the commission of a serious offense against person(s) that involves violence and threatens death or serious bodily harm (such as armed robbery; aggravated assault, rape, or destruction of property by violent means which presents a substantial potential danger of death or serious bodily harm to other persons, e.g., arson or bombing).

(4) Property Inherently Dangerous to Others -- Intervention of property, such as operable weapons or ammunition, explosives, which are inherently dangerous to others, i.e., property, which in the hands of an unauthorized individual(s) presents a substantial potential danger of death or serious bodily harm to others.

7. Administrative Instructions

No civilian contract guard will be allowed to perform duties at any of the U.S. Army Corps of Engineers Memphis District Facilities until he has read the contents of this directive and signifies in writing that he understands them. Contractor will furnish this certification to the District Security Officer.

8. Responsibility.

The Chief of Security & Law Enforcement, U.S. Army Engineer District, Memphis, is the designated responsible person to implement the contents of this directive. A copy of this directive will be posted in the guardhouse, located at the main gate entrance to Ensley Engineer Yard.

ANTITERRORISM LEVEL I AWARENESS TRAINING.

In accordance with AR 525-13, Antiterrorism Program, Critical task 4: Increase AT awareness in every soldier/civilian/family member.

Antiterrorism awareness training

a. All military, DOD civilians, and government contract personnel will receive annual AT awareness training. Personnel traveling outside the 50 United States, its territories and possessions (to include leave, pass or temporary duty) will receive an AOR update within two months of travel and have received annual AT awareness training within 12 months of travel.

b. All military and DOD civilian family members will receive mandatory AT awareness training within 12 months of travel, on official government orders, outside the United States, its territories, and possessions and permanent change of station OCONUS travel.

c. All DOD-employed contractors will be offered, under terms and conditions specified in the contract, annual AT awareness training and an AOR update prior to traveling outside the 50 United States, its territories and possessions (to include temporary duty).

d. Training required is as follows:

(1) Conducted within twelve months prior to travel.

(2) CJCS-approved, Web-based AT Awareness Course (<http://www/at-awareness.org/> initial log on password is ' aware ') or course instructed by a certified Level II instructor using an approved USAMPS lesson plan, containing a minimum of the following

subjects:

- q Introduction to terrorism.
- q Terrorist operations.
- q Individual protective measures.
- q Terrorist surveillance techniques.
- q Improvised explosive device (IED) attacks.
- q Kidnapping and hostage survival.
- q Explanation of terrorism threat levels and FPCON System.
- q Recent AOR update for the area of travel and view AT/FP Awareness Videos on the following:

- q Individual protective measures.
- q Terrorist surveillance detection.
- q Hostage survival techniques.

(3) Receive AT awareness handout: JS Guide 5260, Oct 2003

PUBLICATIONS AND FORMS**APPLICABLE PUBLICATIONS AND FORMS**

Publications and forms applicable to this Performance Work Statement (PWS) are listed below.

Publications are coded as mandatory (M) or advisory (A). The contractor shall follow those publications coded as mandatory to the extent (that is, the specific procedure in a paragraph, section, chapter or volume) specified in the PWS. The contractor shall be guided by those coded advisory to the extent necessary to meet requirements in this PWS. At the start of the contract, the Government will provide access to all publications and forms listed. The Government may issue supplements or amendments to listed publications from any organizational level during the life of the contract. The contractor shall keep all issued publications up-to-date. The contractor shall immediately implement those changes in publications that result in a decrease or no change in the contract price. Before implementing any such revision, supplement, or amendment that shall result in an increase in contract price, the contractor shall submit to the Contracting Officer (ACO) a price proposal for approval. Price proposals shall be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. The Government shall continue to supply access to the Government forms needed for daily operations. Upon completion of the contract, the contractor shall return to the Government all issued publications and unused forms.

AR 11-2, Management Control (A)

AR 25-55, Department of the Army Freedom of Information Act Program (A)

AR 190-11, Physical Security of Arms, Ammunition, and Explosives (M)

AR 190-14, Carry of Fire Arms and Use of Force for Law Enforcement and Security Duties (M)

AR 190-27, Army Participation in National Crime Information Center (NCIC) (A)

AR 190-30, Military Police Investigations (A)

AR 310-34, Department of Army Equipment Authorization and Usage Program (M)

AR 340-21, Army Privacy Program (A)

AR 380-67, Department of Army Personnel Security Program (M)

AR 600-85, Alcohol and Drug Abuse Prevention and Control Program (A)

AR 190-11, Physical Security of Arms, Ammunition, & Explosives (M)

AR 190-40, Serious Incident Report (M)

AR 380-67, Personnel Security Program (M)

AR 500-51, Support to Civilian Law Enforcement (M)

AR 530-1, Operations Security (OPSEC) (M)

ST 19-138, Civilian Law Enforcement and Security Officer Training (A)

DOD 5220-22-M, Industrial Security Manual for Safeguarding Classified Information (A)

AR 385-10, Army Safety Program (M)

AR 525-13, Army Antiterrorism Program (M)

18 U.S.C. 1385 (Posse Comitatus Act).(M)

DoDD 2000.12, DoD Antiterrorism Program, 13 April 1999. (M)

DoD Handbook O-2000.12H, Protection of DOD Personnel and Activities Against acts of Terrorism and Political Turbulence, 1997. (M)

DoDD 5200.8, Security of DoD Installations and Resources (M)

Corps of Engineers Memphis District, Antiterrorism/Force Protection Guide (M)

ENG Form 3394, Accident Report
ENG Form 4337, Offense Incident Report (M)
ENG Form 4338, Security Control Desk Log (M)
DA Form 3626 Vehicle Registration/Driver Record (M)
MD SOP 190-1-1, SOP for Contract Security Guard Services (SOP)

USACE SOP

US Army Corps of Engineers

Memphis District

SOP for Contract Security Guard

Services

SOP 190-1-1

28 April 2005

APPENDIX G

REQUIRED RECORDS AND REPORTS

1. Guard Shift Supervisors Activity Report (CELMM Form 1)
2. Motor Vehicle Register (ENG Form 3129)
3. Security Guard Activity Report (CELMM Form 343)
4. Offense/Incident report (ENG Form 4337)
5. Motor Vehicle Inspection Check List (LMM Form 1063)
6. Boat Report Arrival and Departure (LMM Form 104)
7. Property Control Receipt (ENG Form 4900)
8. Injury report
9. Property damage/loss report
10. Key log (DA Form 5513)

11. Visitor record
12. Record of lost/found items
13. Weapon and Ammunition Inventory Log (CEMVM 1052)
14. Weapons Cleaning Log

**APPENDIX H
VALUE OF SERVICE**

Number	Service	Value of Service Guards & Supervisors (% of monthly invoice)	Quality Control (% of monthly invoice)	IDIQ
1	Entry/Exit Control	20%	20%	
2	Vehicle Patrol	5%	5%	
3	Manned Post	10%	10%	
4	Standing and/or Special Orders compliance	5%	5%	
5	Work Schedules	5%	5%	
6	Records and Reports	5%	5%	
7	Adequate number of qualified guards	0%	0%	
8	Adequate number of qualified supervisors (This service is the responsibility of the contractor)	0%	0%	
9	Professional conduct/appearance	15%	15%	
10	Key control	0%	0%	
11	Training compliance	10%	10%	
12	Firearms compliance	20%	20%	
13	Vehicle compliance	5%	5%	
		Total: 100%	Total: 100%	Total: 100%

Negotiations for unsatisfactory or unperformed services are negotiated based upon these amounts.

Note: The first 60 days of the contract will be transition and phase in of the contractor. The government will refrain from deductions unless services are not being performed.

APPENDIX I
PHYSICAL FITNESS TEST

AGE	17-21	22-26	27-31	32-36	37-41	42-46	47-51	52+
PUSHUPS-MALE	30	28	26	23	22	18	15	11
PUSHUPS-FEMALE	13	12	11	10	9	8	7	6
SITUPS-MALE	36	32	29	26	23	20	18	18
SITUPS-FEMALE	35	31	28	24	21	18	16	15
1-MILE RUN-MALE	11:54	12:36	13:16	14:00	14:42	15:06	15:36	16:00
1-MILE RUN-FEMALE	14:54	15:36	15:36	15:42	18:36	20:00	20:30	21:00

APPENDIX J			
SERVICE DELIVERY SUMMARY			
NO	PERFORMANCE OBJECTIVE	SOW REF	PERFORMANCE THRESHOLD
1	Entry/Exit Control	4.1.1 & 4.1.2	3 incidents per month
1A	Post Manned	Appendix B	All post are manned 100% per month
2	Vehicle Patrol	4.1.3	3 incidents per month
3	Guard Tower (Supervisor Post)	Appendix B	1 incident per month
4	Communications	2.1.9	3 incidents per month
5	Conduct	1.5	3 incidents per month
6	Uniform	3.1.1	3 incidents per month
7	SOP for Contract Scty Guards	Appendix F	1 incident per month when guard is not knowledgeable
8	Reports		Reports are completed 100% per month
9	Complaints	4.1.6.4.2	2 Valid complaints per month allowed
10	Crisis Situation	4.1.6.4.5	0 incidents per month
11	Special Functions	Appendix B	0 incidents per month
12	Records		0 incidents per month
13	Training	Appendix D	0 incidents per month when training has not been completed
14	Vehicle Maintenance	3.1.5	3 incidents per month
15	New Hire Packages	1.6.3 & 1.7	Packages are 100% complete per month
16	Pass and ID		3 incidents per month
17	Key Control	1.8	3 incidents per month
18	Alarm Monitor	4.1.6.4.1	3 incidents per month
19	Weapons Cleaned	3.1.2	3 incidents per month
	Total		

Note: The first 60 days of the contract will be transition and phase in of the contractor. The government will refrain from deductions unless services are not being performed.

WEAPONS TRAINING**Weapons Training****Practical Pistol Course**

1. General Information:

Firearm: .40 caliber or 9mm Beretta Model 96 FS, Smith & Wesson Model 5906 or Sig Sauer Model P226 Semi-Automatic Pistol

Equipment: Sam Browne Belt with holster that has a thumb snap and magazine pouch with belt keepers.

Ammunition: 60 Rounds, .40 caliber – 180 grain Full metal jacket bullet or 9mm 115 grain Full metal jacket bullet. (For pistol qualification only.)

Firing Distances: 3 yards, 7 yards and 15 yards

Target: B-5 Silhouette

2. Qualification Ratings:

Unqualified – 74 and below.

Qualified – 75 or above.

NOTE: When scoring the B-5 Silhouette Target, all scores will be based on the following conversion table:

All shots inside the center circle equals 5 points.

All other hits on the black silhouette equals 2.5 points.

All other hits not in the black silhouette are counted as missed shots and receive 0 points.

Total points will be added up and the sub total divided by 3 to equal the percentage points.

Distance	Position	Rounds	Time
3 Yards Relay 1	Standing	12	20 Seconds

Relay 1 two magazines loaded with 6 rounds each. Load a 6 round magazine into weapon. Fire 6 rounds, reload with 6 round magazine and fire 6 rounds for a total of 12 rounds fired in 20 seconds from the standing position.

7 yards Relay 1	Standing	12	20 Seconds
Relay 2	Standing	12	25 Seconds

Relay 1 two magazines loaded with 6 rounds each. Load a 6 round magazine into weapon. Fire 6 rounds, reload with 6 round magazine and fire 6 rounds for a total of 12 rounds fired in 20 seconds from the standing position.

Relay 2 two magazines loaded with 6 rounds each. Load a 6 round magazine into weapon. Fire 6 rounds, reload with 6 round magazine and fire 6 rounds for a total of 12 rounds fired in 25 seconds from the standing position.

15 yards	Relay 1	<u>Barricade</u>	1 min 30 Seconds
	Kneeling	12	
	Standing	12	

From the standing position drop to a kneeling position and with the aid of the barricade fire 6 rounds with your strong hand, from the kneeling position reload and fire 6 rounds, with your weak hand, from the kneeling position, reload with a 6 round magazine stand and fire with your strong hand 6 rounds, reload with a 6 round magazine and fire 6 rounds with your weak hand all with the aid of the barricade.

Section K - Representations, Certifications and Other Statements of Offerors

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52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated. **561612**

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

Section M - Evaluation Factors for Award

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52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Past performance
2. Price

Past performance are equal when compared to price.

1. PROPOSAL

- (a) Complete 15a, 15b and 16 through 18 of the SF 33. In doing so, the offeror agrees to the contract terms and conditions as written in the RFP.
- (b) For each contract line item fill out the hourly rate and lump sum amount within the description. Provide a Pricing List identifying the following:

Security Guard Hourly Rate.
 Supervisor Hourly Rate.
 Quality Assurance Hourly Rate.
 Additional Guard Hourly Rate.
 Vehicle Daily Rate.
 Individul Equipment Cost, i.e., uniforms, weapons, training, etc.
 (Note: include option year rates on a separate sheets identify as base year, option year one, etc.)

2. Technical Information: Contractors shall submit copies of the following:

- (a) Proof of at least five years of experience for your company
 Performing Armed Security services.

3. Past Performance References: Proposal shall include a minimum of three and a maximum of five current, recent and relevant performance references.

(a) Past Performance Surveys: The Government will evaluate the quality and extend of offeror's experience deemed relevant to the requirements noted in the statement of work. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience. Provide a list of no more than five of the most CURRENT, RECENT AND RELEVANT contracts performed for Federal agencies and commercial customers within the last three (3) years. Offerors are cautioned not to send out surveys as that will be accomplished by the issuing office utilizing information from references submitted with each proposal. A copy of the survey the issuing office will be sending out is provided for contractor's information only.

(b) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime contractor without the subcontractor's consent. Provide with the proposal a letter

from subcontractors that will perform for the requirement, consenting to the release of their past performance information to the prime contractor.

(c) The following past performance definitions will be used during the evaluation:

(c)(1) Current and Recent - Relevant on-going contracts with a performance record of at *least one (1) year*, and contracts completed within three (3) years from the issue date of this solicitation. Current performance will have a greater impact on the performance confidence assessment than less recent performance.

(c)(2) Relevant - Contracts which are considered to be of the same or similar type in scope, magnitude and complexity when compared to the Statements of Work described in the solicitation, contract type, contract environment, division proposing, and subcontractor interaction. A *strong* record of relevant past performance may be considered more advantageous to the Government than a Neutral/Unknown Confidence rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

(c)(3) Scope, Magnitude and Complexity - Scope, magnitude and complexity, as used in (c)(2) above, relates to the various tasks required by the Statements of Work.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)